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May 2003



**CITY OF HOLLISTER  
VETERANS' MEMORIAL BUILDING**

**OPERATING POLICIES, PROCEDURES AND REGULATIONS**

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## **SECTION A — DEFINITION OF TERMS**

*Backstage Area*, The men's and women's dressing and/or lounge rooms at the north side of the stage.

*City*, The City of Hollister, a municipal corporation, and/or its designated representatives.

*Commission*, The Parks and Recreation Commission of the City of Hollister.

*Common Areas*, The entry porch, lobbies, foyers, elevators and stairs, exit halls, waiting room and public restrooms.

*Courtyard*, The plaza and surrounding gardens in front of the Building's main entrance facing San Benito Street.

*Dining Room*, The multi-use room facing 7<sup>th</sup> Street, on the south side of the Main Hall.

*Division*, The Recreation Division of the Management Services Department of the City of Hollister.

*Facility*, The Veterans' Memorial Building, located at 649 San Benito Street, in the City of Hollister.

*Facility Manager*, The designated Manager of the Veterans' Memorial Building, or his/her authorized representative.

*Food and Beverage Facilities*, The kitchen, pantry, and bar adjoining the Main Hall and the Dining Room, and the Food Preparation Room adjoining the Lobby on the second floor

*Gross Receipts*, The entire receipts or revenue derived from the use of the Veterans' Memorial Building or any part of the facility thereof, without deduction for any expenditure or any cost of operation or other expense or cost of services, but excluding therefrom, receipts for federal, state, county, or city admission taxes, excise taxes, or sales taxes.

*Major Event*, any event using the Main Hall, Dining Room or any combination of rooms.

*Main Hall*, The Facility's main assembly room on the first floor.

*Meeting Room 102*, The conference room on the first floor adjacent to the north side of the Main Hall, facing Brown Alley.

*Minor Event*, any event using one room, not including the Main Hall or Dining Room.

*Offices*, Rooms 202, 221, and 224 on the second floor, currently occupied by Veterans' organizations, and on the first floor, Rooms 110 and 115, occupied by the University of California Agricultural Extension and the offices of the Hollister Recreation Division.

*Permit*, The written, typewritten, or printed permission issued by City to an applicant under the authority and conditions as herein provided, and includes any amendment or supplement to such permit.

*Permittee*, Any person, firm, association, organization, partnership, business, trust, company, or corporation permitted to use the Facility.

*Room 204*, The conference room on the north side of the second floor facing Brown Alley with a retractable wall capable of dividing it into Rooms 204 A and 204 B.

*Room 218*, The conference Room on the south side of the second floor facing Brown Alley with retractable wall capable of dividing it into Rooms 218 A and 218 B.

*Stage*, The performing platform on the east side of the Main Hall.

*Tenant*, Any person, firm, association, or organization that occupies office space in a permanent manner.

## **SECTION B — OPERATIONAL PROGRAM**

## I. Introduction

The Veterans' Memorial Auditorium was constructed in 1927 from funds raised through a Spanish Fiesta, a City Bond Issue, and a direct tax from the County of San Benito Board of Supervisors. The building was used for many years for various types of community functions and was managed by the County of the San Benito. In December of 2000, the County of San Benito and the City of Hollister entered into an agreement transferring ownership property to the City of Hollister. In 2002, the City of Hollister began a \$4 million renovation of the building. On Memorial Day of 2003, the building was re-dedicated.

The Veterans' Memorial Building offers a variety of rental spaces suited for a broad range of civic, commercial, social, cultural, and recreational events. Rooms are available separately, or in combination to meet the needs of particular events. Each room can be set up in various configurations to accommodate the needs of the user.

The Recreation Division of the Management Services Department of the City of Hollister is responsible for the management of the Facility. The goal of the operational program is to encourage maximum and proper use of the Facility in a manner beneficial to the entire community.

## II. Daily Operation

The Division will establish regular operating hours for the Facility. All activities occurring within the Facility should take place during the established operating hours unless specific arrangements have been made for extended use.

The Facility will be open during days and hours as designated by the City. It will be closed on Saturdays, Sundays, holidays and other designated days unless open for a scheduled activity covered by a permit. With adequate prior notification provided, the Division will be able to coordinate the Facility's daily operation so few or no conflicts will occur.

Generally, the daily operation of the Facility will encompass the public areas and the Hollister Recreation Division office. The Division will operate the Facility as a reception and cultural center in addition to the daily routine of the permanent tenants' offices. The daily operation will include various types of recreational and cultural spaces designed to meet a variety of community needs in many program areas. The programs offered will be for various age groups so that all members of the community will have an opportunity to participate.

As with other recreation facilities, the Main Hall, meeting rooms, and food and beverage facilities will be available for use on a permit basis. The Division will establish use regulations for these areas to ensure that they will be utilized for their planned purposes. One of the primary goals of the Division shall be to market and promote the use of these facilities by community groups, businesses, governmental agencies, and residents on a daily basis.

## III. Facility Operation

The Facility operational program has been designed as a management tool by which the Facility can be operated to achieve the goals established for the Facility. The program is designed to be flexible so the operation can be modified to meet the changing needs of the community. A continuous effort shall be made to evaluate the Facility's operation to ensure it will serve the total community.

## IV. Conference, Special Event Activities Coordinated Through The Veterans' Memorial Building Policy

The Veterans' Memorial Building has been designed to accommodate conferences, social, cultural, and special event activities, and Hollister Recreation Division programs. These activities generally require a great deal of preplanning and are usually scheduled a year or more in advance of the event. Special consideration for scheduling an event more than one year in advance will be permitted when justified. If a conference or special event is proposed to

the Division with less than one year's notice it shall be subject to space availability. Conference and special event activities will be permitted to use all rental rooms based on availability.

## **SECTION C — CLASSIFICATION / PRIORITY SYSTEM**

In order to provide for the maximum use of the Veterans' Memorial Building in a manner reflective of the purpose of the Facility as designated by the City, the following Use Classification System has been established. Different uses have been assigned to categories that represent varying degrees of City support to those uses.

### Priorities

Users shall be issued permits on a first-come, first-served basis according to the policies established by the City. All Users of the Veterans' Memorial Building facilities shall be placed into one of the following categories for the processing of permits.

- Category 1: CITY/VETERANS**  
Activities of the City of Hollister and specified Veterans' groups.
- Category 2: MEETINGS ONLY**  
Local Charities, Clubs, Children's Programs, Education, Government, Business and Non-Profit Organizations.
- Category 3: PRIVATE/SOCIAL**  
Weddings, Private Parties, Social Gatherings and Partisan Political Events.
- Category 4: FUNDRAISERS**  
Nonprofit Organizations, Private Events for Local Charities.
- Category 5: COMMERCIAL**  
For-Profit Commercial Events
- Surcharge: NON-SAN BENITO COUNTY RESIDENTS**  
For all categories, all non-San Benito County residents will have an additional 20% surcharge added to all rental fees.

## **SECTION D — PERMITS FOR, AND SCHEDULING USE OF, FACILITIES**

### I. Permits - General

- A. **Filing Permits**  
Permit Applications for use of the Veterans' Memorial Building facilities must be obtained from, completed, and filed at Hollister Recreation Division offices at the Veterans' Memorial Building or the Hollister Community Center during normal business hours.
- B. **Permit Issued To Adults**  
Permits will be issued to adults, 21 years of age or older and are not valid unless completed by the Permittee and approved by an authorized representative of the Division. For use by organizations, clubs, etc., an authorized representative thereof must complete and file the Permit.
- C. **Permits Required For All Occupancies**  
A Permit is required of all individuals, groups or organizations using the Facility. Permittee's copy of the permit form must be with the Permittee during the time of occupancy.
- D. **Issuance Of Permits**  
Permits are issued on a first-come, first-served basis, and are subject to the availability of facilities, and the scheduling regulations established by the City.
- E. **Transferring Permits**  
Permits cannot be transferred, assigned, or sublet, unless approved in writing by the Division.
- F. **Time On Permit To Cover Entire Use**

The hours shown on the Permit will cover the entire time required for set up, conducting the activity, and take down. The facility must be vacated promptly at the conclusion of the time specified on the Permit. Occupancy beyond the time shown on the Permit may result in overtime charges to the Permittee.

G. **Use Of Facilities Beyond Regular Hours**

No use of the Facility shall be authorized beyond the Veterans' Memorial Building hours of operation, unless specified on the Permit.

H. **Permits For Other Than Regular Hours**

Permits for use of the Facility during other than regular operating hours will be approved only if required City services can be provided.

II. Cancellations

A. **By The Permittee**

Permittee must submit written notice of cancellation to the Division Manager at least **30** calendar days for major events or **14** calendar days for minor events prior to any date or dates covered by the Permit. Failure to do so will result in forfeiture of any rental fees and deposits.

B. **By The City**

A Permit may be cancelled or revoked without liability to the City under any of the following conditions:

1. If the Permit Application is found to contain false or misleading information.
2. If the Recreation Division finds the use, or proposed use, to be detrimental to the health, safety, or morals of the City, or to the efficient operation of the facility for the public welfare.
3. If any individual or group (members or guests) willfully, or through negligence, mistreats the equipment or facilities or violates any of the policies, rules, regulations, terms, and conditions established for use of the facilities.
4. If average attendance for recurring activities falls below the standard established for each use area within the Facility.
5. If Permittee defaults on any, or has not completed all, conditions and requirements for use of the Facility.
6. In case the Facility, or any part thereof, is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render the fulfillment of the terms and conditions of the Permit difficult or impossible.
7. If the facility is needed for the public necessity or emergency use as determined by the City.
8. Upon fourteen (**14**) calendar days written notice to Permittee by the Division.

III. When Permits Will Not Be Granted

A. **For Hazardous Activities**

When in the opinion of the City such activities are of a hazardous nature or of a nature that endangers person or property, or are not in the best interest of the citizens of Hollister.

B. **For Activities Subject To Evaluation**

For any activity that in the opinion of the Division, or the City Manager, is properly subject to evaluation by the City Council at its next regular meeting.

C. **When Appropriate Measures Cannot Be Performed**

When Division personnel cannot be scheduled, facilities prepared, or other conditions relating to such use cannot be completed in the time between the date of the Permit request and the date of the proposed event.

D. **For Activities Inconsistent With Facility Purpose**

- When the proposed use is inconsistent with the purpose of the Facility or will interfere with the regular conduct of recreation, civic or cultural programs.
- E. **For Commercial Use, Except As Specified**  
For commercial sale of products or wares, or for private instruction, except in designated areas.
  - F. **When Event Is Publicized Prior To Approval**  
When an event has been publicized prior to receiving Division approval for use of Facility.
  - G. **Due To Prior Circumstances**  
When Permittee has mistreated Facility or violated Facility use policies during a previous occupancy.
  - H. **Monopolizing Facility**  
Permits for use of the Facility shall not be granted in such a manner that, in the opinion of the Division, constitutes a monopoly for the benefit of any individual, group, or organization.
  - I. **When Not In Best Interest Of City**  
The City reserves the right to refuse the use of the Facility to any party if they deem it to be in the best interest of the City of Hollister. The City reserves the right to cancel any activity at any time that is not in the best interest of the City.

IV. Reservation Policies

- A. Reservations of space for major events must be made at least thirty **(30)** calendar days in advance.
- B. Reservations for minor activities must be made at least fourteen **(14)** calendar days in advance of the event.
- C. Reservations may be made in advance when accompanied by payment in full of the Facility Application Processing Fee and Security Deposit.
- D. Reservations for space may be made by filing the appropriate application with the Division offices. The Division must approve all applications.
- E. Applications for classes repetitive in nature must be reviewed every six **(6)** months. Permits will be issued to adults only.
- F. Fees and deposits will be required in accordance with the approved fee schedule.
- G. The sponsor of any activity will submit a copy of all permits required by law (i.e., dance permit, security permit, ABC licenses) to the Division.
- H. For major events, full payment of Facility Rental Fees will be made by credit card, check, money order, or cash to be received at least thirty **(30)** calendar days prior to the activity. Any necessary permits will also be due at this time. In the event of cancellation, the Division must be notified at least thirty **(30)** calendar days prior to the day of the scheduled event. Failure to do so will result in forfeiture of all payments.
- I. For minor events, full payment of Facility Rental Fees will be made by credit card, check, money order, or cash to be received at least fourteen **(14)** calendar days prior to the activity. Any necessary permits will also be due at this time. In the event of cancellation, the Division must be notified at least fourteen **(14)** calendar days prior to the day of the scheduled event. Failure to do so will result in forfeiture of all payments.
- J. Deposits will be returned within fifteen **(15)** working days after the event takes place. However, failure to place refuse in appropriate receptacles and to clean equipment or if damage occurred to the equipment or the Facility, or payment is owed for the use of additional equipment or the payment for Facility staff, will result in an appropriate deduction from the deposit.

- K. All events will end no later than 12:00 Midnight.
- L. Permittee shall be required to have a minimum of one security guard for every 100 participants for all activities not involving alcohol and one guard for every 75 participants for all activities involving the sale or consumption of alcohol. The City reserves the right to require more security guards when the City deems it necessary.
- M. All decorating plans must be submitted for approval to the Division and must conform to City Fire Department and other applicable regulations.
- N. The Permittee is financially responsible for any damage to the facility and to the equipment. The Permittee is also responsible for removing from the premises all personal items, decorations, equipment and materials brought in, immediately after the event concludes. All kitchen equipment and facilities shall be cleaned and returned in the same condition they were found. All refuse and packaging materials should be placed in the designated dumpster.
- O. There must be at least one (1) adult for each twenty (20) minors in any group using the Facility. Persons obtaining permits for use by groups consisting of minors are required to remain with the group until completion of the activity.

#### V. Scheduling Use Of Facilities

- A. **Special Events**  
Conference or special event activities may be scheduled up to one (1) year in advance of the event. Special consideration for scheduling an event more than one (1) year in advance may be allowed when justified.
- B. **Recurring Activities**  
For uses of recurring nature, Permits shall be granted for no more than six (6) months. Requests for such permits may be submitted no more than two months prior to the first date requested.
- C. **Placement Of Activities**  
The Facility Manager reserves the right to place individuals or groups into room areas that would provide adequate space for that individual's or organization's activities.

### **SECTION E — GENERAL TERMS AND CONDITIONS GOVERNING USE OF FACILITIES**

#### Additional Conditions May Be Specified By Division

The Division may specify additional conditions to be met for Permit approval and/or may place additional conditions on the activity to be held. Such conditions must be reasonable and for the protection of City interests.

#### Advertising, Solicitation, And Sales

No advertising shall be exhibited and no solicitation or sales made at the Facility without the written permission of the Division.

#### Alcohol

The sale or consumption of alcohol in the Facility is allowed by permit only. Copies of all applicable local and state permits are required to be submitted to the Division prior to scheduled event. The sale or consumption of alcohol outside of the Facility, but on Facility grounds is prohibited.

#### Animals Prohibited

No domestic or wild animals or birds shall be taken into or kept in or about the Facility, or any part thereof, without the consent of the Division.

#### Bond Requirements

The City may require any person applying for a Permit to use the Facility to furnish a bond commensurate with the risks and City expense involved, guaranteeing that applicant, if granted a permit, will well and faithfully perform each and every term and condition of said permit, and



will abide by and observe all lawful rules and regulations for use of the Facility. Every bond furnished by a Permittee as provided herein shall be subject to the approval of the City.

#### Broadcast Telecast

No event presented in the Facility shall be broadcasted, televised, or in any manner recorded for reproduction without the written consent of the City, and then only on the express condition that all City requirements relating thereto have been fulfilled.

#### Completion Of Requirements For Use Of Facilities

Permittee must complete all requirements relating to use of the facilities within the time requirements specified or established.

#### Compliance Regarding Conditions Of Use

The Permittee shall observe, obey, and comply with all applicable city, county, state, and federal laws; and the policies, rules, regulations, terms and conditions governing use of the Facility. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of same. Eviction shall not release Permittee from any obligations for the payment of rents or other fees required to be paid under such Permit or for the full term thereof.

#### Conditions Of Use Subject To Change

The policies, rules, regulations and conditions governing use of the Facility are subject to change without any necessity of notice to present or future Permittees unless the change effects a Permit already issued.

#### Conduct Of Persons

Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either expressed or implied, during all times covered by the Permit. The City reserves the right to remove, or cause to be removed, from the premises any person or persons due to unlawful or undesirable conduct.

#### Damage To Facility Or Equipment

All property, equipment, walls, and furnishings must be kept clean and undamaged. Any person, group, or Permittee causing damage or loss will be required to pay for same at current costs.

#### Decorations

The Division must approve plans for decorations.

1. **Adhesives, Nails, Etc.**

Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork, or on windows is prohibited unless the Division gives authorization in writing. A support wire surrounding the Main Hall will provide for decoration to be hung.

2. **Decorations Must Be Fireproof**

All decorations must be fireproof or of fire retardant materials, must meet city, state, and federal safety requirements, and are subject to removal.

3. **Light Fixtures**

Nothing shall be attached to light fixtures or ceiling frame.

4. **Placement Of Decorations**

Placement of decorations is the responsibility of the Permittee, unless special preparations are necessary and included on the Permit.

5. **Open Flame Devices**

Candles, pyrotechnical devices, or other open flame devices will not be permitted, except as authorized on the Permit and subject to Fire Department, state, and federal safety regulations.

#### Division Right-To-Enter

Division staff shall have the right to enter all facilities at all times during any and all occupancies.

#### Distribution Of Pamphlets And Materials

No pamphlets or other materials may be distributed at the Facility without written permission of the Division.

#### Drug/Alcohol Regulations

No one shall be admitted to the Facility who is under the influence of an illegal drug, narcotic or alcohol, or who has an illegal drug, narcotic, or alcohol in his/her possession.

#### Entertainment Standards

No illegal performance, exhibition, or entertainment shall be given or held in the Facility.

#### Exhibit Entrances

All articles, exhibits, fixtures, materials, displays, etc., shall be brought into or out of the building at such entrances or exits designated by the Division.

#### Exits

At no time shall exits be covered or obstructed.

#### Facilities Capacity

Permittee shall not sell or permit to be sold or distribute tickets or passes in excess of the capacity of those Facility spaces reserved, nor admit a larger number of persons than can safely and freely move about therein, as determined by local, state and federal Building and Fire Codes.

#### Foreign Substances On Floor Surfaces And Walls

No foreign substance may be used on floor surfaces or walls unless approved by the Division and so specified on the Permit. Rice and other similar substances used for wedding reception and other activities may only be used with consent of the Division.

#### Gambling

Gambling in all forms is prohibited.

#### Indemnity

Permittee shall indemnify and hold harmless the City, its officers, employees, and agents, from any and all liabilities, claims, or losses of any nature, including attorney's fees, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions

#### Insurance Requirements

The City will require as a condition of use that the Permittee procure a liability insurance policy which shall meet City requirements and which shall name the City as an Additional Insured.

#### Keys

Keys will not be issued to Permittee. Division staff will open and close Facility for Permittee.

#### Lost Articles

The City shall have the sole right to collect, and have custody of, articles left in the Facility by persons attending any performance, exhibition, or activity given or held in the Facility. Permittee, or any person in Permittee's employ, shall not collect nor interfere with the collection or custody of such articles.

#### No Verbal Agreements

No verbal agreements for use of the Facility shall be made, nor be binding in any way on the City.

#### Observance Of Copyrights

Permittee when filing a Permit agrees, represents, and warrants that nothing contained in the program, performance, exhibition, or in any way connected with Permittee's activities under the Permit shall violate or infringe upon any copyright, patent, right of privacy, or other statutory or common law right of any person, firm, or corporation.

#### Opening Hours

Permittee shall begin events at the times advertised, unless otherwise agreed upon and necessity indicates.

#### Operation Of, And Modification To, Facilities

Control and/or supervision of utilities and equipment use will be by the Division. The Division will be responsible for the locking and unlocking of doors. Permittee shall not do, or permit to be done, anything that may interfere with the effectiveness or accessibility of utility, heating, or air conditioning systems or portion thereof in the Facility nor do, or permit to be done, anything which may interfere with free access and passage to the public areas, or to the streets or sidewalks adjoining.

Unless otherwise authorized by the Division, all plumbing, electrical, or carpenter's work required to be done on the premises of the Facility in connection with Permittee's use thereof,

and all electrical current or domestic gas required for Permittee's use shall be done or furnished by the City or its approved representatives, and Permittee shall pay City for direct costs of same, except for those services normally supplied by City.

#### Operation Of Technical Equipment

Only personnel approved by the Division will be allowed to operate technical and specialized equipment.

#### Payment Of Taxes

Payment of all federal, state, county, and city taxes in connection with the event shall be the liability and responsibility of the Permittee.

#### Parking

The Division shall designate parking areas on City-owned property on or about the Facility grounds and may require control of parking.

#### Permittee To Act As Independent Agent

The Permittee and any agents or employers of Permittee shall act in an independent capacity and not as officers or employees or agents of the City.

#### Permittee's Equipment Subject To Approval

Except for standard equipment which operates on 110 volts, the Permittee shall not bring, or use within the Facility, any motion picture machine, projecting machine, photographic apparatus, or other equipment unless the type of such equipment shall have first been approved by the Division. The installation and operation of any such equipment shall be subject to the supervision and direction of the Division.

#### Permittee Responsible For Cleanliness Of Facility

Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required other than the normal cleaning process, the Permittee will be charged for same.

#### Permittee Responsible For Permits And Licenses

The Permittee shall procure, at his/her own cost and expense, all the required licenses and permits necessary for the intended use or activity covered by the Permit.

#### Protection Of Life And Property

Permittee shall pay for approved security personnel sufficient, in the opinion of the City, to protect life and property and to insure proper, respectable use of the Facility and its surroundings. The Division shall determine the number of security officers based on type of use and number of attendees.

#### Rearrangement Of Building Equipment

Placement, relocation, or rearrangement of Facility equipment or furnishing is not permitted without approval of the Division. Tables, chairs, and other equipment are to be set up and taken down by Division staff.

#### Removal Of City Property

Removal of City property from Facility is not permitted.

#### Removal Of Permittee's Property From Premises

Unless otherwise authorized on the Permit, Permittee shall remove all equipment or property belonging to Permittee immediately following an event. If Permittee's property is not removed, the City shall have the right to sell the same in such a manner, as it may deem advisable and to hold the proceeds thereof less expenses for sale for Permittee, or the City may store or cause to be stored any such property for which Permittee shall pay a reasonable, storage fee, and all expenses incurred in connection therewith.

#### Scheduling

Unless otherwise specified in writing, the Division shall have the right to schedule other similar events as permitted. Permittee is required to sell all tickets at the prices advertised, and no deviation will be allowed without the written consent of the Division.

#### Smoking

Smoking is not permitted anywhere inside the facility or on facility grounds.

#### Storage

Storage facilities are generally not available for Permittee's use.

#### Supervision Of Occupancies

An employee of the Division shall be on duty during any and all occupancies. The employee is responsible for the enforcement of the policies, rules, regulations, terms, and conditions governing use of the Facility and shall have complete authority over the Facility used and the activities therein. The employee has the authority to disperse any Permittee for failure to comply with the policies, rules, regulations, terms, and conditions governing use of the Facility.

#### Tickets And Account Control Of Permittee

In connection with any use of the Facility, the Division shall have the right, whether or not such right is expressly mentioned in the Permit, to prescribe the form of tickets, accounts, records, and reports that shall be used by the Permittee in staging the event or attraction and in accounting for the gross receipts thereof, and at any and all times make such investigation or inspection of any or all of Permittee's tickets, accounts, records, and reports as may be required for the purpose of verifying the amount of such gross receipts. Whether provided in the Permit or not, the Permittee shall secure all admission or other tickets from a bonded ticket printing company meeting with the approval of the Division, and shall direct that said ticket company transmit the ticket manifest directly to the Division. Samples of all passes and the number of passes which may be issued must meet with the approval of the Division, and if passes are issued in excess of the number authorized by the Division, Permittee shall be required to account for the unpaid admissions in excess of the approved number of passes, as though the full admission charge had been paid therefrom. Established City fiscal policy shall be followed at all times.

#### Ticket Sales And Admission On Charges

No tickets are to be sold at the door and no admission charges made except as specifically authorized on the Permit. Permittee is required to sell all tickets at the prices advertised, and no deviation will be allowed without the written consent of the Facilities Manager.

#### Undesirable Conduct

The use of profane language or loud, boisterous talking, disorderly conduct, or lewd conduct will not be permitted. All persons being admitted to the Facility will be required to conform to the dress code, when applicable, as established by the City.

#### Use Of Amplification Equipment

If amplification equipment is used, sound must be limited to the confines of the area designated in the Permit unless otherwise authorized by the Facilities Manager and specified on the permit.

#### Use Of Facilities As Organization Address Or Headquarters

The name or the address or the phone numbers of the Division or the Facility may not be used as the official address or phone number of any groups using the facilities, with the exception of the permanent tenants, who can use the address.

#### Use Of Kitchen Facilities

Use of kitchen facilities shall be subject to the City requirements and any local, state and federal health regulations relating to such use.

#### Use Of Reserved Facilities And Equipment

Permittee may use only those facilities and equipment specifically designated on the permit.

#### City Business License

Permittee must show proof of possession of a current City Business License for any commercial or for profit use of the Facility.

## **SECTION F — FEES AND CHARGES**

### **I. Fees and Charges — General**

#### **A. Fees And Charges Subject To Change**

The City reserves the right to change fees and charges periodically.

#### **B. Basic Services Furnished By City**

The City will provide only the basic building including space, normal utilities, normal operation, and maintenance.

#### **C. Special Facilities And Extra Services**

The Division will impose additional charges for any use of furniture, equipment or extra services offered. This includes, but may not be limited to, tables, chairs, lecterns, audiovisual equipment, computer hardware and network; additional equipment necessary for recording or public address system, for changes in the setup of the stage lighting effects; for additional heat or water; for any use outside the regular hours of operation, or for extra personnel services. No chairs or tables will be allowed to be brought into the Facility for use during a permitted activity unless previously approved by the Division.

**D. Special Consideration**

The Commission will consider requests for special consideration regarding uses, and make recommendations to the City Council regarding said uses.

**II. Payment Of Fees And Deposits**

**A. Non-Refundable Application Fee**

All users will pay a non-refundable application processing fee, due at the time that the reservation is made.

**B. Facility Rental Fee - Nonrecurring Activities**

Permittee shall pay to City as advance rental at the time of filing the Permit, a sum not less than 50% of the minimum rental. The balance must be paid when specified on the Permit, or no later than thirty (30) calendar days prior to the event when not specified on the Permit.

**C. Rental Fee - Recurring Activities**

Time requirements for submittal of rental for recurring activities shall be as specified by the Division. Failure to comply will result in cancellation of Permit and forfeiture of any rental fees paid to City.

**D. Fee For Special Facilities And Extra Services**

Fee for special facilities or extra services determined or estimated in advance of the event by the Division must be paid prior to the event within time requirements specified by the Division. Failure to so comply will result in cancellation of Permit and forfeiture of any rental fees paid to City.

**E. Security Deposit**

Deposit shall be paid at the time of filing the Permit and is required for permit approval. Deposits shall be as specified or required by Division.

**III. Refund of Fees and Deposits**

**A. Cancellation By Permittee**

Refund of rental fees shall be made where Permittee gives written notice of cancellation to the Division at least thirty (30) calendar days prior to the date or dates covered by Permit for use of the Facility. Failure to comply will result in loss of rental fees.

**B. Cancellation by City**

Refund of rental fees and deposits shall be made where City cancels Permit prior to the date reserved.

**C. Deposits**

Deposits are refundable and are subject to Division approval. Refunds will be made in cases where no damage occurred and no extra cleanup is required as a result of Permittee's use of the Facility. Deposits will be returned within fifteen (15) working days of the scheduled use.

**IV. General Rental Conditions**

**A. Determination Of Rental Category**

Rental shall be determined by classification of user based on one of the categories as described in the *CLASSIFICATION/PRIORITY SYSTEM*.

**B. Free Passes And Unpaid Admissions**

For rentals, free passes and unpaid admissions will not be permitted, except as authorized by the Division.

**C. Period Of Occupancy**

The minimum rental period is two (2) hours. The terms, "day rate" and "evening rate", shall apply respectively to periods of occupancy of the Facility between the hours of 8 a.m. to 4 p.m., and from 4 p.m. to 12 a.m. Rental of the Facility shall be based upon such periods of occupancy.

**D. Prorating Of Rates**

Rates per hour shall not be prorated to fractions of an hour and apply to any portion.

**E. Conference**

Conference activities shall be placed in Category 5.

**F. Non-Resident Surcharge**

A Non-Resident Surcharge of 20% will be applied to all facility rental fees to Permittees not residing in San Benito County.

## **SECTION G — ALCOHOL REGULATIONS**

**I. Additional Conditions May Be Specified By Division**

The Division may specify additional conditions to be met for Permit approval and/or may place additional conditions on the activity to be held. Such conditions must be reasonable and for the protection of City interests.

**II. Responsibility Of Permittee**

At the time of a permitted use, the Permittee is deemed singly responsible for the actions of all attending parties. This includes conduct of the group and security for the Facility and all equipment.

**III. General Alcohol Regulations**

**A. Possession Of Alcohol**

No one shall be admitted to the Facility who is under the influence of alcohol or, who has alcoholic beverages in his/her possession, unless being legally delivered.

**B. Use Of Alcoholic Beverages Must Be Approved**

Prior written permission shall be requested for all events that involve the sale or consumption of alcoholic beverages. This shall be done at the time the Facility Use Permit is filed. The Permittee shall comply with all applicable federal and state laws and City requirements relating to the use of alcoholic beverages on the premises. The Police Department will be informed of said intended use of alcohol.

**C. Legal Sale Of Alcohol**

The sale of alcoholic beverages may be allowed only by a Permittee who qualifies for and has obtained a license and other permits issued by the State of California, Alcoholic Beverage Control (A.B.C.), State Board of Equalization, or by a contracted caterer who is licensed with a current, valid Caterer's Permit issued by the A.B.C.

**D. Area For Alcoholic Beverages**

All alcohol will be dispensed in the Bar and consumed in the Main Hall, Dining Room and Bar area only. No alcoholic beverages will be allowed in the common areas or the courtyard. In events that include **minor guests**, alcohol will be allowed **only** in the Bar and Dining Room, restricting the access of minors from said rooms.

**E. Removal Of Alcoholic Beverages**

All groups are responsible for removal of alcoholic beverages from the premises immediately after the function.

**F. Security**

A direct relationship shall be made between alcohol and security. Security guards shall be at maximum numbers at all events that include alcoholic beverages.

## **SECTION H – FACILITIES DESCRIPTION**

**I. First Floor Facilities**

**A. Main Hall [144]**

The Main Hall can be set up as an Auditorium with movable chairs, as space for Trade shows,

or as a Banquet/Dance Hall. The stage includes sound and theatrical lighting and backstage dressing rooms for women and men.

Dimensions: MAIN FLOOR: approx. 80' x 90', approx 7840 sqf

Occupancy: Open Floor: 1200 / Assembly: 1000 / Banquets: 600 /

Dinner-Dance: 500

STAGE: 32' x 22' (max. occup. 138)

B. Dining Room [132]

The Dining Room, annex to the Main Hall, has independent entrance from 7<sup>th</sup> St. It is furnished with a built-in service counter and is connected to the Kitchen.

Dimensions: aprox. 47' x 28', approx. 1230 sqf / Occupancy: 80

C. Conference Room [102]

It has independent access from the North side of the building (Brown Alley) and direct access to the Main Hall.

Dimensions: 680 sqf / Occupancy: 40

D. Kitchen & Bar

The commercial kitchen has some equipment and a Pantry Room for storage. Additionally, there is an icemaker and beverage fountain ready for full service.

E. Backstage Room [101 & 142]

The backstage area includes separate men's and women's dressing rooms with a capacity of ten people each. Each dressing room is equipped with private restrooms. The dressing rooms have access to the stage, the Main Hall and to the outside alley through the artist's entrance. Besides its dressing room use, the rooms can also be added as private lounges or VIP rooms for weddings and events.

Dimensions: Room 101 (Ladies) 540 sqf - Room 142 (Men) 365 sqf.

Occupancy: 10 people each for Men's and Women's Dressing Room

II. Second Floor Facilities

A. Conference Rooms [204 & 218]

Located at the North and South ends of the second floor. They have convenient elevator access from the main lobby, as well as private stair access from Brown Alley and 7<sup>th</sup> Street.

Dimensions: approx. 28' x 43' = 1230 sqf (each room) Occupancy: 82

B. Conference Rooms [204 (A&B) & 218 (A&B)]

For smaller groups, Rooms 204 and 218 can be subdivided each into two areas by a partition wall.

Rooms 204 A or 218 A

Dimensions: approx. 28' x 23' = 660 sqf (each room) Occupancy: 46

Rooms 204 B or 218 B

Dimensions: approx. 28' x 20' = 570 sqf (each room) Occupancy: 36